

EXHIBIT 14

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

MARK SNOOKAL, an)
individual,)
)
Plaintiff,)
)
vs.) NO. 2:23-cv-6302-HDV-AJR
)
CHEVRON USA, INC., a)
California Corporation,)
and DOES 1 through 10,)
inclusive,)
)
Defendants.)
_____)

REMOTE VIDEOTAPED DEPOSITION of ANDREW POWERS

Tuesday, September 17, 2024

Houston, Texas

Reported by:

JANE BRAMBLETT, CLR, CCRR, CSR No. 7574

Job No. 114803

Andrew Powers

September 17, 2024

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CHEVRON USA, INC., a)
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Defendants.)
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REMOTE VIDEOTAPED DEPOSITION of ANDREW POWERS,
taken on behalf of Plaintiff, commencing at
10:00 a.m. and ending at 1:50 p.m., at Houston, Texas,
Tuesday, September 17, 2024, before Jane Bramblett, CLR,
CCRR, Certified Shorthand Reporter No. 7574.

Andrew Powers

September 17, 2024

1 APPEARANCES OF COUNSEL:

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16 Also Present: Jenny Sherman, Videographer

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1 Q Is that it?

2 A That's it.

3 Q Who is your employer?

4 A Chevron.

5 Q On your paycheck stubs, what's the entity
6 that's identified as your employer?

7 A Chevron USA.

8 Q Has any entity other than Chevron USA paid
9 your salary?

10 A No.

11 Q And how long have you been employed by
12 Chevron?

13 A 15 years.

14 Q When did you begin? When were you hired?

15 A June of 2009.

16 Q And my understanding is that your current
17 position is senior adviser to the chief human
18 resources officer.

19 A That's correct.

20 Q And you've been in that position since on
21 or about June of '22?

22 A I've been in this role since November of
23 2023.

24 Q Okay. And who is your current superior?

25 A By "superior," do you mean who I report

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1 A Yes, it is.

2 Q Which is it? A division or a subsidiary?

3 A I don't know off the top of my head.

4 Q During the time that you reported to
5 Ms. Delaney, Chevron USA paid your salary?

6 A Yes.

7 Q During the time that you have been senior
8 adviser to Ms. Morris, from November of '23 through
9 the present, where are you physically located?

10 A Houston, Texas.

11 Q And when you were reporting to Ms. Delaney
12 as a senior HR, where were you physically located?

13 A Houston, Texas.

14 Q And during the time that you were senior HR
15 manager in Houston, Texas, reporting to Ms. Delaney,
16 was Chevron USA still your employer?

17 A Yes.

18 Q And they paid your salary.

19 A Yes.

20 Q What was the position you held just prior
21 to senior HR manager reporting to Ms. Delaney?

22 A I was the senior HR manager of our
23 El Segundo refinery.

24 Q And how long were you in that position?

25 A For just about three years.

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1 Q From when to when?

2 A June 2019 through May 2022.

3 Q And who was your superior during that
4 period?

5 A I had two during that period.

6 Q Who were they?

7 A It was Glenda Valero and Scott Wilcox.
8 They had changed out during that time, and the title
9 of them was GM of HR for manufacturing.

10 Q And when was Mr. Wilcox your manager?

11 A In the November 2020 time frame.

12 Q Through May of '22?

13 A Say it again, please.

14 Q Through May of '22?

15 A That's correct.

16 Q And did you hold any other position prior
17 to Senior HR Manager in El Segundo?

18 A Yes.

19 Q What position was that?

20 A I was the HR manager of our Appalachian
21 Mountain business unit in Coraopolis, Pennsylvania.

22 Q And how long were you, in Pennsylvania, the
23 HR manager?

24 A Two years.

25 Q From when to when?

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1 A May of 2017 to May of 2019.

2 Q And during the time that you were in
3 Pennsylvania, did Chevron USA pay your salary?

4 A Yes.

5 Q And did you have any other positions with
6 Chevron prior to that?

7 A I did.

8 Q What was your next position and what date?

9 A I was the executive compensation adviser
10 from 2015 -- May -- June 2015 to June 2017.

11 Q And where were you geographically
12 stationed?

13 A San Ramon, California.

14 Q And Chevron USA was your employer at that
15 time as well?

16 A Yes.

17 Q And did -- do you hold any other position
18 prior to that one?

19 A Yes. I was an HR adviser in our joint
20 venture operation called Tengiz Chevroil. That was
21 located in Kazakhstan, so this was an expatriot
22 assignment. And that was from June of 2013 to June
23 of 2015.

24 Q In the expatriot assignment in Kazakhstan,
25 was Chevron USA still your employer?

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1 MS. FAN: Objection. Calls for a legal
2 conclusion.

3 BY MS. LEAL:

4 Q You can answer.

5 A I can't confirm that. I don't know that
6 part right now.

7 Q Did Chevron USA pay your salary during that
8 time that you were in Kazakhstan?

9 A Yes.

10 Q And did you hold any other position prior
11 to your assignment in Kazakhstan?

12 A I did. I was the senior labor relations
13 adviser and payroll supervisor in our San Joaquin
14 Valley business unit in Bakersfield, California,
15 from July of 2011 to June of 2013.

16 Q And when you were stationed in Bakersfield,
17 was Chevron USA your employer?

18 A Yes.

19 Q And did Chevron USA pay your salary?

20 A Yes.

21 Q And did you hold any other position with
22 Chevron prior to this assignment in Bakersfield?

23 A Yes, I did. I was on our HR development
24 program from 2009 to 2011. And on -- the
25 development program was located in San Ramon,

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1 California, from 2009 to 2010; Houston, Texas, for
2 six months in 2010; and then I was -- another
3 expatriot assignment where I was in Manila, the
4 Philippines. And that was from January of 2011 to
5 June of 2011 for that expatriot assignment
6 specifically.

7 Q Certainly have traveled around for Chevron.

8 A I have.

9 Q During this last position that you just
10 mentioned, HR development program, where you were in
11 San Ramon; Houston, Texas; and then Manila, was
12 Chevron USA your employer?

13 A Yes.

14 MS. FAN: Objection. Calls for a legal
15 conclusion. Calls for speculation.

16 Mr. Powers, you're doing great. Just a
17 quick reminder to pause a little bit so I can get my
18 objections in.

19 THE WITNESS: Sure.

20 MS. FAN: Thank you.

21 BY MS. LEAL:

22 Q And during the time that you were HR
23 development program in San Ramon; Houston, Texas;
24 and Manila, did Chevron USA also pay your salary?

25 MS. FAN: Objection. Compound.

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1 THE WITNESS: Yes.

2 BY MS. LEAL:

3 Q Any other position with Chevron prior to HR
4 development program?

5 A No.

6 Q So you were hired into HR development
7 program position in San Ramon in 2009?

8 A Yes. That's correct.

9 Q So most of my questions today, Mr. Powers,
10 will pertain to the period of time when you were the
11 Senior HR Manager at the El Segundo refinery. Okay?

12 A Okay.

13 Q So during the time that you were a senior
14 HR manager in El Segundo, were there any individuals
15 who reported to you?

16 A Yes.

17 Q Who?

18 A Thalia Tse, Eric Stephenson, Kelly Andrews,
19 Violet Torres, Willy Martinez.

20 Q Anyone else?

21 A Those were my direct reports.

22 Q Okay. And what positions did these
23 individuals hold? Were they all -- did they all
24 hold the same position?

25 A No, they did not. So --

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1 all employees. She went through onboarding for
2 Chevron as well, which would be our business code
3 and ethics. Other policies on anti-harassment and
4 discrimination.

5 Q Was it your expectation, Mr. Powers, as the
6 senior HR manager, that your HR business partners be
7 familiar with Chevron's human resources policy?

8 MS. FAN: Objection. Vague and ambiguous.

9 THE WITNESS: Yes. I would -- I would
10 expect my HR VPs to be familiar with the processes
11 in order to perform them and be partners to their
12 client groups.

13 BY MS. LEAL:

14 Q Do you know if your HR business partners,
15 such as Ms. Tse, were responsible for providing
16 training to management within her area of
17 responsibility?

18 MS. FAN: Objection. Vague and ambiguous.

19 THE WITNESS: Can you be more specific on
20 the type of training you're referring to?

21 BY MS. LEAL:

22 Q Thank you for that clarification. I think
23 I do need to clarify my question.

24 So do you know if Ms. Tse, for example, as
25 the HR business partner, as part of her

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1 responsibilities, was she supposed to train
2 supervisors, managers in her specific clients' area
3 with respect to HR policy?

4 A I don't know that I would call it "train"
5 them specifically, but Thalia, as an HR VP, would be
6 present for a variety of people processes. And HR
7 VP's primary responsibility would often be to
8 facilitate and make sure that managers, supervisors,
9 employees were following appropriate steps and
10 processes. You know, making sure, as an example,
11 that we're keeping bias out of a selection, making
12 sure that we are staying in compliance with, you
13 know, federal, state, and local laws for anything
14 that we did.

15 Q So Ms. Tse, then, as the HR business
16 partner in El Segundo, in your opinion, was she
17 required to be familiar with federal, state and
18 local laws, as you mentioned?

19 MS. FAN: Objection. Vague and ambiguous.
20 Calls for speculation.

21 BY MS. LEAL:

22 Q Employment law.

23 A Can you clarify your question? You're
24 referring to employment law?

25 Q Yeah. Let me make sure my question is

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1 clear.

2 So would you expect Ms. Tse, who reports to
3 you as the HR business partner in El Segundo for her
4 specific client area of maintenance and reliability,
5 do you believe that she should be familiar with
6 federal, state, and local employment laws?

7 A Yes. And I would also expect that the HR
8 business partner partner with our legal counsel if
9 there was any questions on those.

10 Q Thank you.

11 Referring to the legal counsel you just
12 mentioned, was legal counsel also in El Segundo?

13 A Yes.

14 Q So you could partner with someone in
15 El Segundo who was an attorney?

16 A Yes.

17 Q In 2019 was there an employment counsel in
18 El Segundo with whom Ms. Tse or you could have
19 consulted?

20 A There was senior counsel present. Your
21 question was phrased as employment counsel. That
22 individual was not located in El Segundo, but was
23 very accessible to us by phone or email as we needed
24 it.

25 Q Who was the senior counsel present in

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1 A Yes. This document looks familiar. It's
2 our location premiums by area of assignment, a
3 document that exists to capture the different
4 premiums associated with our locations of work.

5 Q Okay. And for the record, this is a
6 document produced by Chevron. The Bates number on
7 the bottom right-hand corner is CUSA000501 and 502.

8 So it's your understanding then,
9 Mr. Powers, that employees with rotational
10 assignments receive annual premium pay?

11 A That's correct.

12 Q So this document explains to Chevron
13 employees that irrespective of where in the world
14 they might work, they'll receive premium pay, and
15 this document shows how much the annual premium pay
16 percentage will be?

17 MS. FAN: Objection. Argumentative.

18 THE WITNESS: I'm not sure I understand the
19 question. I would describe it as not all locations
20 getting a premium percentage. If you're in your own
21 home country, you would not be getting a premium
22 percentage. This is if you're going on expat
23 assignment, rotational or residential, temporary.

24 BY MS. LEAL:

25 Q Okay. So, for example, when you went to

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1 Kazakhstan, you received a rotational assignment
2 premium percentage pay?

3 A Yes. When I was located in Kazakhstan, I
4 received a premium percentage pay.

5 Q And the same was true when you were in the
6 Philippines?

7 A That's correct.

8 Q And were you aware that Mr. Snookal, the
9 plaintiff in this case, the rotational assignment
10 that he sought was in Escravos, Nigeria?

11 A Sorry. Are you asking if I was aware of
12 him going to that assignment?

13 Q Yeah. Let me -- let me start again.

14 Were you aware that the rotational
15 assignment which Mr. Snookal sought was in Escravos,
16 Nigeria?

17 A Yes, ma'am. I was not aware of
18 Mr. Snookal's assignment or offer to Escravos until
19 I first received a note from him.

20 Q Right. So at that point you became aware
21 that it would have been in Escravos, Nigeria?

22 A Correct.

23 Q So looking at Exhibit 1, that would mean
24 that if Chevron were to have allowed Mr. Snookal to
25 work in Escravos, he would have been at the annual

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1 premium of 55 percent; is that correct?

2 MS. FAN: Objection. Incomplete

3 hypothetical.

4 THE WITNESS: That's correct, based on the
5 document you've shared. I see 55 percent associated
6 with Nigeria, Escravos.

7 BY MS. LEAL:

8 Q And what does it mean to be at 55 percent
9 annual percentage?

10 A It could be interpreted as a hardship
11 allowance that we give our employees for going to
12 these different locations, and it's in recognition
13 of maybe a loss of amenities that they would be used
14 to in their home country as well as due to the
15 extreme conditions, lack of medical facilities or
16 access, other goods and services that they might not
17 be able to get.

18 So 55 percent, as an example, would mean
19 it's 55 percent additional income on top of their
20 base salary.

21 Q Okay. So you testified earlier that when
22 you were in Kazakhstan, that Chevron USA paid your
23 salary. Do you know if the same would have been
24 true with respect to Mr. Snookal had he gone to
25 Escravos?

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1 delivery model. This was handled by another group
2 within HR, not me specifically as senior HR manager
3 in a refinery for my team as HR business partners.
4 This -- this policy, tax equalization administered
5 by HR Shared Service is a completely different
6 group.

7 Q What is HR Shared Services?

8 A That is an organization within HR that
9 administers various processes for HR. Could be
10 reporting. It could be global mobility topics.
11 It -- in short, it's an organization within HR at
12 Chevron.

13 Q And so there's this organization called
14 "Human Resources Shared Services" that reports to
15 whom?

16 A Can you clarify what -- what date you're
17 talking about?

18 Q 2019.

19 A So that shared services organization would
20 report in to our HR leaders. It's one of the
21 organizations that exists. So I -- 2019 time frame,
22 I couldn't tell you who they exactly reported in to.

23 Q Do you know what "Human Resources Shared
24 Services" mean; in other words, shared services?

25 MS. FAN: Vague and ambiguous.

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1 THE WITNESS: As I've mentioned, it's an
2 organization within Chevron HR that handles a
3 variety of processes for us. I don't know what
4 topics you would like me to refer to, but they're --
5 they're just an organization that is under our
6 umbrella.

7 BY MS. LEAL:

8 Q Okay. And this organization under your
9 umbrella, are they located in the Philippines and in
10 Argentina?

11 A Yes.

12 MS. FAN: Vague and ambiguous.

13 BY MS. LEAL:

14 Q Do the different Chevron subsidiary --
15 strike that.

16 Are you aware if the different Chevron
17 subsidiaries are required to abide by the same
18 Chevron personnel policies?

19 MS. FAN: Objection. Calls for
20 speculation. Calls for a legal conclusion.

21 THE WITNESS: We have Chevron-wide policies
22 that exist, and then we have policies that may exist
23 due to local laws and regulations.

24 BY MS. LEAL:

25 Q Do you know if there are policies that

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1 Mr. Snookal was unfit for duty for the Escravos
2 assignment. And once that determination is made,
3 then they begin to inform the employee so that they
4 know that the expat assignment is not going to
5 happen, as well as make necessary parties aware so
6 that we can figure out what role the employees is
7 going to go into instead.

8 BY MS. LEAL:

9 Q So who was the individual or individuals
10 who actually made the decision to retract the expat
11 assignment to Mr. Snookal?

12 MS. FAN: Objection. Calls for
13 speculation.

14 THE WITNESS: I am only aware of the
15 medical personnel that were part of making that
16 determination of unfit for duty.

17 BY MS. LEAL:

18 Q And who were those medical personnel that
19 you're referring to?

20 A It would be Chevron Nigeria Health and
21 Medical, so people that were actually in that
22 location, as well as Dr. Levy, who is a doctor who
23 looked over multiple locations.

24 Q And do you remember the names of the
25 medical personnel in Chevron Nigeria in Health and

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1 Medical that you referenced?

2 A No, I don't.

3 MS. FAN: Counsel, we've been going for
4 about an hour. And when you get to a good stopping
5 point, could we take a five-minute break?

6 MS. LEAL: We can take a five-minute break
7 now.

8 MS. FAN: Okay. Thank you.

9 MS. LEAL: Thank you.

10 THE VIDEO OPERATOR: We are off the record.
11 The time is 11:00 a.m.

12 (Recess)

13 THE VIDEO OPERATOR: We are back on the
14 record. The time is 11:10 a.m.

15 MS. LEAL: I'm going to put in the chat
16 another document marked Exhibit 3.

17 (Exhibit 3 was marked for identification.)

18 BY MS. LEAL:

19 Q Let me know when you have it, Mr. Powers.

20 A Okay. I'm pulling it up now. Okay. I
21 have it.

22 Q Why don't you scroll through it. For the
23 record, it is a three-page document Bates number
24 CUSA000538 through 540.

25 So look at the first email beginning on

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1 page 539, which is the second page. The first email
2 is dated September 4, 2019, at 7:21 a.m. from
3 Mr. Snookal to you.

4 Do you see that?

5 A Yes, I do.

6 Q And the email begins, "Andrew, I am very
7 disappointed in the decision by Chevron Medical to
8 classify me as," quote/unquote, "'unfit' for the
9 Reliability Engineering Manager position at EGTL. I
10 believe this decision was made based on a lack of
11 understanding and stereotypical assumptions about my
12 medical condition and is, therefore, discriminatory
13 in nature. As my condition does not affect my
14 ability to perform the job duties of that position,
15 I require no ongoing care outside of annual
16 monitoring, working in a remote location does not
17 affect my condition, a complication from my
18 condition would cause no harm to others, and I have
19 no work restrictions from my physician this decision
20 seems excessively paternalistic." And it goes on
21 for another long paragraph, two paragraphs.

22 Do you remember receiving this email from
23 Mr. Snookal, Mr. Powers?

24 A I'm still reading through it. If I could
25 just read through the rest, I'll confirm.

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1 Q Okay.

2 A Okay. Yes. I'm familiar with this email.

3 Q Would you look at the last page of

4 Exhibit 3, Mr. Snookal's signature line.

5 Are you there?

6 A Yes.

7 Q He was at the time an IEA reliability team
8 lead, but at the bottom, it says, in bold "Chevron
9 Products Company."

10 Do you know if Chevron Products Company
11 paid Mr. Snookal's salary at the time?

12 MS. FAN: Objection. Calls for
13 speculation. Calls for a legal conclusion.

14 THE WITNESS: I do not know if it was
15 listed as Chevron Products Company or Chevron USA.
16 I would need to confirm that.

17 BY MS. LEAL:

18 Q Okay. So is it possible for him to be
19 working for Chevron Products Company, but, at the
20 same time, being paid by Chevron USA?

21 MS. FAN: Calls for speculation. Calls for
22 a legal conclusion.

23 THE WITNESS: I guess it's possible.

24 BY MS. LEAL:

25 Q But going back to the second page of this

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1 document, Exhibit 3, you sent an email that same day
2 at 7:35 a.m. to Mr. Snookal replying to him, and
3 then you copied Ms. Tse as well as Austin Ruppert.

4 Do you see that?

5 A Yes, I do.

6 Q And in this email from you to Mr. Snookal,
7 you're thanking him for bringing this issue to your
8 attention, and you said: Let me look into this and
9 I'll get a better understanding and we'll get back
10 to you ASAP. Correct?

11 A Yes. I also said, "This is the first I'm
12 hearing of this."

13 Q Right. So no one else, including the
14 Nigeria business unit, had not reached out to you in
15 connection with the job offer that was rescinded in
16 Nigeria. Correct?

17 A No. Correct.

18 Q So after responding to Mr. Snookal at
19 7:35 a.m., you then sent an email, same day, at
20 7:41 a.m. to Troy Tortorich -- I don't know if I'm
21 pronouncing the name correctly or not, but it's
22 T-o-r-t-o-r-i-c-h, and to Austin Ruppert, and you
23 again copied Ms. Tse.

24 Do you see that email?

25 A Yes, I do.

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1 Q And you said, "Austin/Troy, please be
2 thinking about what role Mark could do if this falls
3 through."

4 What you were referring to is the actual --
5 the fact that the job was rescinded in Nigeria?

6 A That's correct.

7 Q And then you go on to say, "Thalia and I
8 will investigate and see what medical can share/set
9 up with an appropriate response."

10 Do you see that?

11 A I see that.

12 Q The next paragraph in your email, you say,
13 "Note he finds this discriminatory, however, that is
14 hard to know without further context from medical,"
15 period.

16 Who is the medical that you're referring to
17 there?

18 A In this sentence, I was referring to
19 medical at a broad level, not a specific individual.

20 Q Would it have been Nigeria business unit?

21 A At this point in time, I wasn't even
22 specifically referring to Nigeria, just medical,
23 which is another organization within Chevron.

24 Q And where is that organization?

25 MS. FAN: Vague and ambiguous. Calls for

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1 speculation.

2 BY MS. LEAL:

3 Q Where is that organization geographically
4 located?

5 MS. FAN: Same objections.

6 THE WITNESS: We have medical personnel
7 throughout all of our assets in the company, so I
8 would need more specific, if you could.

9 BY MS. LEAL:

10 Q Okay. And when you say "all of our
11 assets," it's worldwide, I imagine?

12 MS. FAN: Objection. Calls for -- calls
13 for a legal conclusion. Vague and ambiguous. Calls
14 for speculation.

15 THE WITNESS: We have medical
16 representatives in Chevron that are Chevron
17 employees that are looking over different assets.

18 BY MS. LEAL:

19 Q What do you mean by "assets"?

20 A Business units.

21 Q Okay. And these business units can be
22 located around the world?

23 A Yes.

24 MS. FAN: Objection. Calls for
25 speculation. Calls for a legal conclusion. Vague

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1 and ambiguous.

2 THE WITNESS: Yes. We're a global company.

3 BY MS. LEAL:

4 Q So the next sentence in that second
5 paragraph, you say, "I am sure there is a very good
6 reason why this was rescinded."

7 Do you see that?

8 A Yes.

9 Q And when you wrote this email, you had not
10 started your investigation, correct?

11 A That's correct.

12 Q So were you giving -- I'm sorry. Did I cut
13 you off? I apologize if I did.

14 A It was within, you know, a very short time
15 frame of first hearing about it, so I had not ticked
16 that off yet.

17 Q So you were giving Chevron the benefit of
18 the doubt, then, that there was a very good reason
19 for it?

20 MS. FAN: Objection. Argumentative. Vague
21 and ambiguous.

22 THE WITNESS: I don't know that I would
23 phrase it as "benefit of the doubt." However, I do
24 know we have various policy, and as we spoke about
25 earlier, we comply with all federal, state, local

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1 he was interested in applying for those roles. And
2 so that's what I see from this email.

3 BY MS. LEAL:

4 Q So after you advised Mr. Snookal that the
5 position in Escravos would not go forward, did you
6 personally look for any positions which might be
7 comparable for Mr. Snookal?

8 MS. FAN: Objection. Calls for a legal
9 conclusion.

10 THE WITNESS: I don't recall at this point.
11 I do remember making sure his supervisor and his PDR
12 were involved in those discussions with Mark to
13 determine what roles would be available.

14 BY MS. LEAL:

15 Q So you didn't ask Ms. Tse also to look for
16 any positions which might be comparable to the
17 Escravos position for Mr. Snookal?

18 MS. FAN: Objection. Calls for a legal
19 conclusion.

20 THE WITNESS: I don't recall.

21 MS. LEAL: Let's move on to the next
22 exhibit, Exhibit 5, which I just posted on the chat.
23 It's a two-page document Bates No. CUSA000542 and
24 543. It is a document with two emails, one on the
25 bottom, and an email from Mr. Snookal to Mr. Powers

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1 with a copy to others, dated September 4th at

2 7:21 a.m.

3 (Exhibit 5 was marked for identification.)

4 BY MS. LEAL:

5 Q And do you recognize that email,

6 Mr. Powers, as the same email that we discussed

7 earlier in Exhibit 3?

8 A Yes. I recognize it.

9 Q So the only new email on this Exhibit 5 is
10 the email at the top, correct?

11 A That's correct.

12 Q And the email at the top is an email from
13 you to Mr. Snookal, correct?

14 A That's correct.

15 Q So you've seen this document before today?

16 A Yes. It's an email that I sent.

17 Q In the second paragraph, you say, "I've
18 reached out to the medical department." And I just
19 want to clarify, the medical department to whom
20 you're referring here is Dr. Levy?

21 A That's correct.

22 Q And then you say, "I understand a thorough
23 review was conducted and alternatives were
24 explored."

25 Is that understanding based upon your

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1 conversation with Dr. Levy as well?

2 A Yes. That's correct.

3 Q And where were the alternatives that were
4 explored that you mention here?

5 A So through my summary and overview provided
6 by Dr. Levy, I know that they did explore whether
7 another location in Nigeria would be suitable. That
8 location, Lagos, has more medical facilities that
9 would be available. However, ultimately it was
10 determined that that would not be an appropriate
11 location for the role to be performed. It would not
12 be possible for Mark to perform his duties from that
13 location. And that was the main alternative that
14 was explored.

15 Q Transferring Mr. Snookal to work from Lagos
16 instead of Escravos but performing the same job, the
17 reliability engineering manager's job?

18 A That's correct. Could he perform that job
19 effectively from another location is what we
20 explored.

21 Q And the answer was no.

22 A That's correct.

23 Q And then you go on to say, "We would
24 respectfully disagree that the determination was
25 based on stereotyping or impermissible

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1 discrimination."

2 Do you see that?

3 A I see that.

4 Q As of 2019, September of 2019, how many
5 investigations of complaints of discrimination
6 involving disability had you performed?

7 MS. FAN: Objection. Vague and ambiguous.
8 Calls for a legal conclusion.

9 THE WITNESS: How many investigations had I
10 been part of?

11 BY MS. LEAL:

12 Q Yeah.

13 A Was that your question?

14 To my recollection, no other investigations
15 that I personally was part of.

16 Q So as of September 2019 -- I'm going to
17 expand my question. Let me start again.

18 So as of September 2019, had you conducted
19 any type of investigation into employee complaints
20 of discrimination? Any form of discrimination?

21 MS. FAN: Objection. Vague and ambiguous.
22 Calls for a legal conclusion.

23 THE WITNESS: Are you talking about
24 infinite amount of time, or just in September of
25 2019? What time period are you referring to? Can

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1 interact with the local manager in Nigeria.

2 BY MS. LEAL:

3 Q Did you ask Ms. Tse to do so?

4 A No, I did not.

5 Q Okay. I'm going to put in the chat one
6 last exhibit, and it will be Exhibit 12.

7 (Exhibit 12 was marked for identification.)

8 BY MS. LEAL:

9 Q Let me know when you see this.

10 A Okay. It just came through. I'm opening.

11 Q And for the record, is it a two-page
12 document. CUSA000650 and 651.

13 A Okay. I have it open.

14 Q Great. And if you'll see in the middle of
15 this email string, the top email is an email from
16 you to Jones, M.D. Jones, on September 4th.

17 Was this the same doctor you referred to
18 earlier today, Dr. Ayanna?

19 A That's correct.

20 Q So Ayanna Jones, correct?

21 A That's correct.

22 Q And Dr. Ayanna Jones was located at least
23 in 2019, in Houston, Texas. Correct?

24 A Correct. Based on the email signature
25 line, that's what it looks like.

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1 Q And so this is the exhibit that you were
2 referring to when Dr. Ayanna Jones referred you to
3 another person to speak with in connection with
4 Mr. Snookal's complaint?

5 A That's correct. Just looking to make
6 contact with health and medical, and then was
7 pointed to someone else.

8 Q Her email says, "Hello, Andrew. The
9 EEMEA." Do you know what that acronym stands for?

10 A It's our -- at the time was our Europe and
11 Middle Eastern Africa business segment, which
12 encompassed multiple countries under it. And so
13 this regional medical director -- or medical manager
14 looked over multiple countries.

15 Q Do you know who that person was in 2019?

16 A Yes. Dr. Levy.

17 MS. LEAL: Okay. I have no further
18 questions. You have time to spare to get to your
19 bus.

20 Ms. Court Reporter, we'll just handle the
21 transcript under Code.

22 MS. FAN: Oh, Counsel, I apologize. I do
23 have a couple of questions on my own. I'm aware of
24 the 2:00 o'clock end time, and we'll try to get us
25 all out of here by then.

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1 I, the undersigned, a Certified Shorthand
2 Reporter of the State of California, do hereby
3 certify:


4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth;
6 that any witnesses in the foregoing proceedings,
7 prior to testifying, were duly sworn; that a record
8 of the proceedings was made by me using machine
9 shorthand which was thereafter transcribed under my
10 direction; that the foregoing transcript is a true
11 record of the testimony given.

12 Further, that if the foregoing pertains to
13 the original transcript of a deposition in a Federal
14 Case, before completion of the proceedings, review
15 of the transcript [] was [] was not requested.

16 I further certify I am neither financially
17 interested in the action, nor a relative or employee
18 of any attorney or party to this action.

19 IN WITNESS WHEREOF, I have this date
20 subscribed my name.

21
22 Dated: October 1, 2024

23
24 
25 JANE BRAMBLETT, CLR, CCRR
CSR No. 7574